

IO22316
-001

Bayer CropScience



October 13, 2010

Document Processing Desk 6(a)(2)
Office of Pesticide Programs (7504P)
U. S. Environmental Protection Agency
Room S-4900, One Potomac Yard
2777 South Crystal Drive
Arlington, VA 22202-4501

RE: 6(a)(2) Notice: (H-A) category incident; litigation notice provided to Bayer involving multiple products.

Dear Sir/Madam,

Bayer CropScience (Bayer) is informing the agency of litigation served on Bayer and other pesticide companies alleging a human death involving multiple products. The lawsuit contends that the patient died as a result of his use of pesticides in his profession as a pest control operator. A copy of the incident report, coded INRI-0088, and a list of the products allegedly involved is attached for your reference.

Bayer CropScience
RTP
P. O. Box 12014
RTP, NC 27709
Tel. 919 548-2000

Bayer has limited information as to the exact exposures, symptoms, or the condition of the patient, but is confident that the injuries and resultant death being alleged is unrelated to the proper use of the products. Regardless, the incident meets the administrative criterion set forth by EPA in 40 CFR 159, and is therefore being submitted to the agency to conduct its own assessment.

The information with this letter is being submitted concurrently to the EPA pursuant to the Agency's interpretation of requirements imposed on registrants by Section 6(a)(2) of FIFRA. The information may not constitute additional factual information regarding unreasonable adverse effects within the meaning of 6(a)(2). It is being submitted to enable the Agency to make its own assessment of the information.

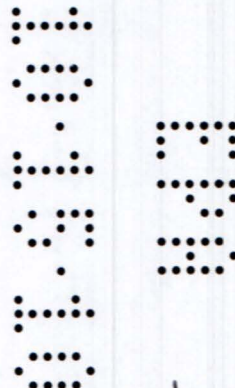
Best Regards,

S. Gerret Van Duyn

Gerret Van Duyn
Compliance Manager
State Regulatory and Documentation Services
919-549-2914

*Scanned & emailed to
HED Incident Team,
F. Davido, J. Hebert,
M. Suarez, L. Hollis,
10/15/2010
N. Spurling
USEPA*

Cc: AE Coordinator, CA Department of Pesticide Regulation
Jeanine Broughel, NY Department of Environmental Conservation



Voluntary Industry Reporting Form for 6(a)(2) Adverse Effects Information

Provide all known, required information. If required data field information is unknown, designate as such in appropriate area.

Row 1 Administrative Data	Reporter Name Jeanette Blackshear	Submission Date 2010-10- 14T04:00:00Z	Contact Person Richard P. Rinaldo	Internal ID INRI-0088
	Address See Contact		Address 1767 Morris Avenue Suite 205 Union, NJ 07083	
	Phone # See Contact		Phone # (908) 352-2500	
	Incident Status New	Incident Date / Location 2007-02- 12T05:00:00Z /	Date Registrant Aware 2010-09- 20T04:00:00Z	Incident Part of a Larger Study No

Row 2 Pesticide(s) Involved	EPA Registration # (Product 1) Various, See attached list	EPA Registration # (Product 2) Various, See attached list	EPA Registration # (Product 3) Various, See attached list
	A.I.(s) Various, See attached list	A.I.(s) Various, See attached list	A.I.(s) Various, See attached list
	Product 1 Name Various, See attached list	Product 2 Name Various, See attached list	Product 3 Name Various, See attached list
	Exposed to Concentrate? Unknown	Exposed to Concentrate? Unknown	Exposed to Concentrate? Unknown
	Formulation Unknown	Formulation Unknown	Formulation Unknown

Row 3 Incident Circumstances	Evidence Label Not Followed Unknown	Incident Site Workplace	Situation Application
	Application Certified PCO Unknown		
	How Exposed Unknown		
	Brief Description of Incident Circumstances Plaintiff Jeannette Blackshear is the widow of Keith Blackshear, who is alleged to have contracted cancer as a result of his exposure to toxic chemicals during his employment with Corbett Exterminating from October 1996 to 2007. Keith Blackshear died on February 12, 2007.		

Age Unknown	Sex Male	Was Exposure Occupational? Yes If Yes, Number of Days Lost to Illness	Exposure Duration approx. 11 years
If Female, Pregnant?		Type of Medical Sought Unknown	Victim Weight Unknown
Time Between Exposure and Onset of Symptoms unknown		Was Protective Clothing Worn Unknown Description	Exposure Route Unknown
Lab Tests Performed (if lab tests are available, submit with report) Unknown			
List Signs, Symptoms, Adverse Effects Death			
Additional Information Litigation claiming wrongful death; negligence / carelessness / recklessness in design, manufacture, sale, and warning; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; and loss of consortium. See attachment for complete list of products involved. Specific Bayer products involved include: Deltadust Insecticide (432-772), Drione Insecticide (432-992), Maxforce FC Select (432-1259), and Pre-empt Professional Cockroach Gel Bait (3125-525). A copy of the amended complaint is attached for reference.			

Item	Product Name	EPA Reg. #	Active Ingredient	Comments
1	Demon EC Insecticide	100-1004	dimethylcyclopropanecarboxylate	
2	Speckoz Evercide Residual Aerosol	1021-1668	d-trans-allethrin, N-octyl bicycloheptene dicarboximide, Chlorpyrifos, Pyriproxyfen	
3	Cy-Kick CS	499-303	Cyfluthrin	
4	Demand CS Insecticide	100-1066	Lambda-cyhalothrin	
5	Archer Insect Growth Regulator	100-1111	Pyriproxyfen	
6	Gentrol IGR Concentrate	2724-351	(7S)-Hydroprene	
7	ExciteR	655-798	Pyrethrin	
8	Deltadust Insecticide	432-772	Deltamethrin	
9	Contrac Rodenticide and Rat & Mouse Bait	12455-69	Bromadiolone	
10	Drione Insecticide	432-992	Pyrethrins, Piperonyl Butoxide, Silica Gel	
11	Final Rodenticide	12455-90	Brodifacoum	
12	Generation Pellets	7173-205	Difethialone	
13	Talon-G Rodenticide	100-1057	Brodifacoum	
14	2P Tracking Powder	12455-16	Zinc Phosphide	
15	Avert Cockroach Gel Bait	499-406	Abamectin	
16	Maxforce FC Select	432-1259	Fipronil	
17	Pre-empt Professional Cockroach Gel Bait	3125-525	Imidacloprid	Now 432-1365; MSDS & label don't match;
18	221L Residual Insecticide		Lambda-Cyhalothrin	Unknown product;

FACTS COMMON TO ALL CAUSES OF ACTION

1. On February 20, 2007 Plaintiff was granted Letters of General Administration by the Surrogate Court of the County of Union, New Jersey. A true copy of the Plaintiff's Letters of Administration is attached hereto and marked Exhibit A and is incorporated into this Complaint by reference.

2. In addition, Plaintiff is in the process of obtaining Letters of Administration Ad Prosequendum. Plaintiff is authorized to bring this action against the Defendants referred to in this Complaint on behalf of decedent's intestates named and described below.

3. At all relevant times herein and up until the date of death, Plaintiff and decedent were lawfully wedded spouses.

4. At all relevant times herein, Defendant Syngenta Crop Protection, Inc (Syngenta) was a business entity authorized to do business in New Jersey and was engaged in the business of manufacturing toxic chemicals including insecticides and pesticides commonly used by other business entities engaged in the business of extermination of insects, rodents and other pests including the entity known as Defendant Corbett Exterminating (Corbett).

5. At all relevant times herein, Defendant Speckoz, Inc. (Speckoz) was a business entity authorized to do business in New Jersey and was engaged in the business of manufacturing toxic chemicals including insecticides and pesticides commonly used by other business entities engaged in the business of extermination of insects, rodents and other pests including the entity known as Defendant Corbett Exterminating (Corbett).

6. At all relevant times herein, Defendant Whitmire Micro-Gen Research Laboratories, Inc. (Whitmire) was a business entity authorized to do business in New Jersey and was engaged in the business of manufacturing toxic chemicals including insecticides and pesticides commonly used by

other business entities engaged in the business of extermination of insects, rodents and other pests including the entity known as Defendant Corbett Exterminating (Corbett).

7. At all relevant times herein, Defendant Sandoz Agro, Inc. (Sandoz) was a business entity authorized to do business in New Jersey and was engaged in the business of manufacturing toxic chemicals including insecticides and pesticides commonly used by other business entities engaged in the business of extermination of insects, rodents and other pests including the entity known as Defendant Corbett Exterminating (Corbett).

8. At all relevant times herein, Defendant Prentiss Incorporated (Prentiss) was a business entity authorized to do business in New Jersey and was engaged in the business of manufacturing toxic chemicals including insecticides and pesticides commonly used by other business entities engaged in the business of extermination of insects, rodents and other pests including the entity known as Defendant Corbett Exterminating (Corbett).

9. At all relevant times herein, Defendant Bayer Environmental Science (Bayer) was a business entity authorized to do business in New Jersey and was engaged in the business of manufacturing toxic chemicals including insecticides and pesticides commonly used by other business entities engaged in the business of extermination of insects, rodents and other pests including the entity known as Defendant Corbett Exterminating (Corbett).

10. At all relevant times herein, Defendant Bell Laboratories (Bell) was a business entity authorized to do business in New Jersey and was engaged in the business of manufacturing toxic chemicals including insecticides and pesticides commonly used by other business entities engaged in the business of extermination of insects, rodents and other pests including the entity known as Defendant Corbett Exterminating (Corbett).

11. At all relevant times herein, Defendant LiphaTech Inc. (LiphaTech) was a business entity

authorized to do business in New Jersey and was engaged in the business of manufacturing toxic chemicals including insecticides and pesticides commonly used by other business entities engaged in the business of extermination of insects, rodents and other pests including the entity known as Defendant Corbett Exterminating (Corbett).

12. The defendant corporations named in paragraphs 4 through 11 in this complaint shall be referred to collectively as "Manufacturers".

13. At all relevant times herein, Defendant DEF Company (fictitious name) (DEF) was a business entity authorized to do business in New Jersey and was engaged in the business of selling at wholesale and/or retail prices toxic chemicals including insecticides and pesticides previously purchased from Defendant ABC to other business entities engaged in the business of extermination of insects, rodents and other pests, including sales to Defendant Corbett.

14. At all relevant times herein, Defendant Corbett was a business entity authorized to do business in New Jersey and was engaged in the business of extermination of insects, rodents and other pests, using for that purpose various toxic chemicals such as insecticides and pesticides in liquid, solid or vaporized forms, which said chemicals were manufactured by Defendant Manufacturers and which were thereafter sold by Defendant Manufacturers to Defendant DEF which, in its turn, thereupon sold the same to Defendant Corbett.

15. At all relevant times herein, Defendants John Does 1-100 (fictitious names) (Does) were agents, servants or employees of Defendants Syngenta Crop Protection, Inc, Speckoz, Inc., Whitmire Micro-Gen Research Laboratories, Inc., Sandoz Agro, Inc., Prentiss Incorporated, Bayer Environmental Science, Bell Laboratories, and LiphaTech Inc.

16. At all relevant times herein, Defendants Richard Roes 1-100 (fictitious names) (Roes) were agents, servants or employees of Defendant DEF.

17. Between October, 1996 and December, 2007 Plaintiff's decedent was an employee of Defendant Corbett and, during the course of his employment, was exposed on a daily basis to toxic chemicals, insecticides and pesticides in their various forms by inhalation, contact with the skin, as well as by other means.

FIRST CAUSE OF ACTION
(WRONGFUL DEATH)

FIRST COUNT

1. Plaintiff repeats each and every allegation contained in the previous portion of this Second Amended Complaint as though the same were more fully set forth at length herein.

2. At some time prior to approximately October, 1996, the date upon which Plaintiff's decedent was first employed by Defendant Corbett and continuing thereafter to and including some time in 2007, the date upon which Plaintiff's decedent last worked for Defendant Corbett, Defendant Manufacturers manufactured, sold and otherwise placed into the stream of commerce the aforesaid toxic chemicals, pesticides and insecticides (toxic chemicals).

3. At some time prior to approximately October, 1996, the date that Plaintiff's decedent first worked for Defendant Corbett and continuing through and including some time in 2007, the date upon which Plaintiff's decedent last worked for Defendant Corbett, Defendant Manufacturers sold said toxic chemicals to Defendant DEF either directly or, in the alternative, by means of a chain of wholesale and retail sales by Defendant Manufacturers to Defendant DEF.

4. The said toxic chemicals were ultimately sold to Defendant Corbett.

5. In or about October, 1996 Plaintiff's decedent was hired by Defendant Corbett as an exterminator.

6. From and after the commencement of the employment of Plaintiff's decedent by

Defendant Corbett in or about October, 1996 Plaintiff's decedent was exposed, on a daily working day basis, to all of the aforesaid toxic chemicals by means of inhalation, skin exposure and other methods of contact. As a direct and proximate result thereof, Plaintiff's decedent's body was severely injured and, as a further direct and proximate result thereof, Plaintiff's decedent died on February 12, 2007.

7. At the time of the incidents described in this Complaint, the said toxic chemicals were being used for the purpose for which they were intended and in a manner which was reasonably foreseeable by Defendants Manufacturers, DEF, Does and Roes.

8. At the time of the incidents described in this Complaint, the said toxic chemicals were defective and unreasonably dangerous in that they were defectively designed, manufactured and sold; did not incorporate adequate safety mechanisms to prevent the contact of same with the foreseeable users thereof, including decedent; nor from the deleterious effects of the toxic chemicals; did not warn or, in the alternative, did not adequately warn, foreseeable users thereof, including decedent, of the dangers inherent in the proximity to the toxic chemicals; and were not properly labeled to convey such warnings and were otherwise defective and unreasonably dangerous.

9. The unreasonably dangerous conditions and defects described above existed at the time the toxic chemicals were manufactured and sold to the Plaintiff's decedent's employer, Defendant Corbett, by the Defendants Manufacturers and DEF by their agents, servants or employees, Defendants Does and Roes, respectively, jointly, severally or in the alternative.

10. The said Defendants are strictly liable in tort to Plaintiff for the injuries and resulting death of the Plaintiff's decedent with all of the natural, probable and reasonably foreseeable consequences thereof.

11. Plaintiff's decedent is survived by Jeanette Blackshear, decedent's spouse, Bryonna

Blackshear, date of birth June 24, 1992, and Keith Blackshear, date of birth May 6, 1996, being the children of Plaintiff's decedent who were entitled to take intestate personal property and who have suffered pecuniary injury including the loss of decedent's financial support as a direct and proximate result of decedent's death.

12. Decedent's death occurred on February 12, 2007. This action was commenced within two (2) years of the decedent's death.

WHEREFORE, Plaintiff demands judgment on this Count in her favor for the benefit of decedent's intestates and against the Defendants, ABC Company, DEF Company, John Does 1-100 and Richard Roes 1-100, jointly, severally or in the alternative, for damages, together with interest and costs of suit.

SECOND COUNT

1. Plaintiff repeats and realleges the allegations contained in the previous portions of this Second Amended Complaint as if set forth at length herein.

2. While using the said toxic chemicals previously described throughout his employment with Defendant Corbett, Plaintiff's decedent was exercising due care for his own safety.

3. Defendants Manufacturers and DEF, by their agents, servants or employees, Defendants Does and Roes respectively, as manufacturers and sellers, respectively, of the said toxic chemicals, owed to those who would use or otherwise come into contact with the said toxic chemicals, including decedent, a duty to exercise due care in designing, manufacturing and selling the same.

4. Defendants Manufacturers and DEF, by their agents, servants or employees Defendants Does and Roes respectively, jointly, severally or in the alternative, in breach of the duty described above, negligently, carelessly and recklessly manufactured and sold the said toxic chemicals and the Defendants Manufacturers and DEF, by their agents, servants or employees Defendants Does and

Roes respectively, negligently, carelessly and recklessly failed to warn or, in the alternative, failed to adequately warn, foresee-able users thereof, including decedent, of the hazards and risks associated with their use; failed to design or incorporate into the said toxic chemicals sufficient safety mechanisms to prevent foreseeable users such as Plaintiff's decedent from coming into contact with the said toxic chemicals, failed to adequately instruct the foreseeable end users of the said toxic chemicals, including decedent, of the need for extreme caution while using the said toxic chemicals; failed to warn or adequately warn foreseeable end users of the said toxic chemicals; including decedent, of the dangers attendant upon such use; failed to supply safeguards to the foreseeable end users of the said toxic chemicals, including decedent, in order to prevent contact by such users with the said toxic chemicals, by inhalation, skin contact or otherwise and otherwise manufactured and sold the said toxic chemicals in a manner both defective and unreasonably dangerous.

5. As a direct and proximate result of the negligence, carelessly and recklessness of Defendants Manufacturers and DEF, as aforesaid, by their agents, servants or employees Defendants Does and Roes respectively, jointly, severally or in the alternative, Plaintiff's decedent's body was severely injured and, as a further direct and proximate result of Defendants' negligence, carelessness and reckless, Plaintiff's decedent died on or about February 12, 2007.

WHEREFORE, Plaintiff demands judgment on this Count in her favor for the benefit of decedent's intestates against the Defendants, Manufacturers, DEF Company, John Does 1-100 and Richard Roes 1-100, jointly, severally or in the alternative, for damages, together with interest and costs of suit.

THIRD COUNT

1. Plaintiff repeats and realleges the allegations contained in the previous portions of this Second Amended Complaint as if set forth at length herein.

2. At or about the time Defendant Corbett, employer of Plaintiff's decedent, purchased the said toxic chemicals, the same were sold to Defendant Corbett by the Defendants Manufacturers and DEF by their agents, servants or employees Defendants Does and Roes respectively, with an implied warranty of merchantability.

3. Despite the said implied warranty of merchantability the said product purchased by the Defendant Corbett proved to be not merchantable for safe use by Plaintiff's decedent in that the same failed in its normal foreseeable use by the Plaintiff's decedent, as aforesaid, resulting in the injuries and death complained of.

4. Defendants Manufacturers and DEF, by their agents, servants or employees Defendants Does and Roes respectively, jointly, severally or in the alternative, breached the said implied warranty of merchantability and, as a direct and proximate result thereof, Plaintiff's decedent's body was severely injured and, as a further direct and proximate result of the Defendants' breach of warranty, Plaintiff's decedent died on February 12, 2007.

WHEREFORE, Plaintiff demands judgment on this Count in her favor for the benefit of decedent's intestates against the Defendants, Manufacturers, DEF Company, John Does 1-100 and Richard Roes 1-100, jointly, severally or in the alternative, for damages together with interest and costs of suit.

FOURTH COUNT

1. Plaintiff repeats and realleges the allegations contained in the previous portions of this Second Amended Complaint as if set forth at length herein.

2. At or about the time Plaintiff's decedent's employer, Defendant Corbett, purchased the said toxic chemicals, the same were sold to the Defendant Corbett by Defendants Manufacturers and DEF, by their agents, servants or employees, Defendants Does and Roes respectively, with an

implied warranty of fitness for a particular purpose or purposes.

3. At the time of the exposure to the toxic chemicals complained of, Plaintiff's decedent was using the same for one or more of the particular purposes encompassed and foreseen by the aforesaid warranty of fitness for a particular purpose or purposes.

4. Defendants Manufacturers and DEF, by their agents, servants or employees, Defendants Does and Roes respectively, breached the said implied warranty of fitness for a particular purpose or purposes and, as a direct and proximate result thereof, Plaintiff's decedent's body was severely injured and, as a further direct and proximate result of the Defendants' breach of warranty, Plaintiff's decedent died on February 12, 2007.

WHEREFORE, Plaintiff demands judgment on this Count in her favor for the benefit of decedent's intestates against the Defendants, Manufacturers, DEF Company, John Does 1-100 and Richard Roes 1-100, jointly, severally or in the alternative, for damages together with interest and costs of suit.

FIFTH COUNT

1. Plaintiff repeats and realleges the allegations contained in the previous portions of this Second Amended Complaint as if set forth at length herein.

2. At all relevant times herein prior to the death of Plaintiff's decedent, Plaintiff's decedent and Plaintiff were lawfully married and were husband and wife.

3. As the lawfully wedded wife of Plaintiff's decedent, Plaintiff was entitled to his services, society, comfort and consortium.

4. As a direct and proximate result of the actions and omissions and fault of the Defendants as aforesaid, jointly, severally or in the alternative, Plaintiff has been deprived of the comfort, society, services and consortium of Plaintiff's decedent.

WHEREFORE, Plaintiff demands judgment on this Count in her favor and against the Defendants, Manufacturers, DEF Company, John Does 1-100 and Richard Roes 1-100, jointly, severally or in the alternative, for damages together with interest and costs of suit.

SECOND CAUSE OF ACTION
(DECEDENT'S PERSONAL INJURY; SURVIVOR'S ACTION)

SIXTH COUNT

1. Plaintiff repeats and realleges the allegations contained in the previous portions of this Second Amended Complaint as if set forth at length herein.

2. Plaintiff is authorized to bring this action against the Defendants referred to in this Complaint on behalf of decedent's estate.

3. As a direct and proximate result of the negligence, carelessness, recklessness, breach of duty, breach of warranty and other fault of Defendants Manufacturers and DEF, by their agents, servants or employees Defendants Does and Roes respectively, jointly, severally or in the alternative, Plaintiff's decedent experienced extreme pain and suffering. Specifically, prior to his death, the Plaintiff's decedent was hospitalized many times for cancerous growths in various parts of his body, all of which were precipitated and proximately caused by his exposure to the toxic chemicals as aforesaid. All during this time up until his death, Plaintiff's decedent remained conscious, resulting in his experiencing extreme pain and suffering.

4. As a direct and proximate result of the negligence, recklessness, carelessness, breach of duty, breach of warranty and other fault described above by the Defendants Manufacturers and DEF, as aforesaid, by their agents, servants or employees, Defendants Does and Roes respectively, jointly, severally or in the alternative, Plaintiff's decedent accrued substantial hospital and medical expenses together with numerous other expenses made reasonably necessary by the injuries to Plaintiff's decedent caused by his exposure to the toxic chemicals as aforesaid.

6. As a further direct and proximate result of the negligence, carelessness, recklessness, breach of duty, breach of warranty and other fault of Defendants Manufacturers and DEF, by their agents, servants or employees, Defendants Does and Roes respectively, jointly, severally or in the alternative, as aforesaid, Plaintiff's decedent lost an amount of money that Plaintiff's decedent would have received in the form of income earned from the date of his last employment with Defendant Corbett until the date of decedent's death.

7. As a further direct and proximate result of the negligence, carelessness, recklessness, breach of duty, breach of warranty and other fault described above by Defendants Manufacturers and DEF, by their agents, servants or employees, Defendants Does and Roes respectively, jointly, severally or in the alternative, as aforesaid, funeral services were held in memory of Plaintiff's decedent and Plaintiff's decedent was buried. Substantial and reasonable expenses were incurred for decedent's funeral and burial.

WHEREFORE, Plaintiff demands judgment on this Count in her favor for the benefit of decedent's estate and against the Defendants, Manufacturers, DEF Company, John Does 1-100 and Richard Roes 1-100, jointly, severally or in the alternative, for damages, together with interest, including pre-judgment interest at the legal rate, costs of suit and such other further relief as the Court may deem proper and just.

SEVENTH COUNT

1. Plaintiff repeats and realleges the allegations contained in the previous Portions of this Second Amended Complaint as if set forth at length herein.

2. At all relevant times herein prior to the death of Plaintiff's decedent, Plaintiff's decedent and Plaintiff were lawfully married and were husband and wife.

3. As the lawfully wedded wife of Plaintiff's decedent, Plaintiff was entitled to his services,

society, comfort and consortium.

4. As a direct and proximate result of the actions, omissions and fault of the Defendants as aforesaid, Plaintiff has been deprived of the comfort, society, services and consortium of Plaintiff's decedent.

WHEREFORE, Plaintiff demands judgment on this Count in her favor and against the Defendants, Manufacturers, DEF Company, John Does 1-100 and Richard Roes 1-100, jointly, severally or in the alternative, for damages together with interest and costs of suit.

EIGHTH COUNT

1. Plaintiff repeats and realleges the allegations contained in the previous portions to this Second Amended Complaint as if set forth at length herein.

2. At all relevant times during the course of his employment with Defendant Corbett Exterminating Plaintiff's decedent was directly exposed to the various toxic chemicals and substances as aforesaid.

3. At all relevant times during the course of his employment with Defendant Corbett Exterminating, the said Defendant intentionally and fraudulently concealed from Plaintiff's decedent the hazardous nature of, or in the alternative, the extent of the hazardous nature of the aforesaid chemicals and substances. Moreover, the said Defendant willfully, deliberately, and intentionally failed to provide Plaintiff's decedent with proper training, equipment, or clothing in order to safely work with and be exposed to the said chemicals and substances.

4. On a near daily basis for approximately eleven years, Plaintiff's decedent was required to use the aforesaid chemicals and substances in enclosed areas such as homes and other buildings.

5. Plaintiff's decedent was often given nothing more than a paper mask by Defendant Corbett to protect himself from the chemicals and substances which were required to be used to

perform his job functions.

6. Defendant Corbett failed to equip Plaintiff's decedent with a NIOSH-certified combination air-purifying respirator.

7. Defendant Corbett failed to equip Plaintiff's decedent with a respirator with an organic cartridge.

8. Defendant Corbett failed to equip Plaintiff's decedent with a pressure demand atmosphere-supplying respirator.

9. Defendant Corbett failed to equip Plaintiff's decedent with chemical resistant gloves, coveralls, socks, footwear, and/or headgear.

10. Given the nature of the chemicals and substances known by Defendant Corbett to be used by Plaintiff's decedent, it was palpably unreasonable for the Defendant Corbett to deliberately and/or recklessly inadequately equip Plaintiff's Decedent in this manner.

11. As a direct and proximate result of the actions and omissions of the said Defendant as aforesaid, which said Defendant well knew created a substantial or virtual certainty of the illness and death of Plaintiff's decedent which ultimately occurred, the daily exposure of Plaintiff's decedent to the said chemicals and substances caused Plaintiff's decedent to fall ill and eventually die.

WHEREFORE, Plaintiff demands judgment on this Count in her favor and against Defendant Corbett Exterminating for damages, both compensatory and punitive, as follows:

A. For wrongful death,

B. For Survivor's Action,

C. For loss of consortium,

together with interest, cost of suit and attorney's fees.

THE RINALDO LAW FIRM

By: /s/ Richard P. Rinaldo
Richard P. Rinaldo, Esq.
Attorney for Plaintiff

Dated: 9/28/10

JURY DEMAND

Plaintiff hereby demands a trial by jury as to all issues.

THE RINALDO LAW FIRM

By: /s/ Richard P. Rinaldo
Richard P. Rinaldo, Esq.
Attorney for Plaintiff

Dated: 9/28/10

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:5-1(c) Richard P. Rinaldo, Esq., is hereby designated as Trial Counsel on behalf of the Plaintiff Jeanette Blackshear.

THE RINALDO LAW FIRM

By: /s/ Richard P. Rinaldo
Richard P. Rinaldo, Esq.
Attorney for Plaintiff

Dated: 9/28/10

DEMAND FOR INSURANCE INFORMATION

Pursuant to Rule 4:10-2(b) demand is hereby made that Defendants, and each of them, disclose to Plaintiff's attorney whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide Plaintiff's attorney with true copies of said agreements or policies including, but not limited to, any and all declaration sheets. This demand shall include and cover not only primary coverage but also any and all excess, catastrophe and umbrella policies.

THE RINALDO LAW FIRM

By: /s/ Richard P. Rinaldo
Richard P. Rinaldo, Esq.
Attorney for Plaintiff

Dated: 9/28/10

DEMAND FOR ANSWERS TO UNIFORM INTERROGATORIES

Plaintiffs hereby demand, pursuant to R. 4:17-(b)(ii), of the Rules of Court that the Defendants serve answers to the interrogatories prescribed by Form "C and C(4)" of Appendix II of the Rules of Court within sixty (60) days of the date hereof.

THE RINALDO LAW FIRM

By: /s/ Richard P. Rinaldo
Richard P. Rinaldo, Esq.
Attorney for Plaintiff

Dated: 9/28/10

CERTIFICATION PURSUANT TO RULE 4:5-1

I certify that the matter in controversy is not the subject of any other civil action or arbitration; nor is there any such other civil action or arbitration proceeding presently contemplated.

Moreover, I am unaware of any parties that should be joined to this action.

I further certify that at this time I know of no other parties who should be joined in this action.

THE RINALDO LAW FIRM

/s/ Richard P. Rinaldo

By: _____

Richard P. Rinaldo, Esq.
Attorney for Plaintiff

Dated: 9/28/10

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